

## **Exhibit “C”**

**MECHANICAL EQUIPMENT  
AND SERVICE  
AGREEMENT**

between

**THE UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES  
OF THE PLUMBING AND  
PIPE FITTING INDUSTRY of the  
UNITED STATES and CANADA  
LOCAL UNION NUMBER 1**

and the

**ASSOCIATION OF  
CONTRACTING PLUMBERS  
OF THE CITY OF NEW YORK, INC.**

**Effective Dates  
October 1, 2009 through September 30, 2013**

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MECHANICAL EQUIPMENT

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THE UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES  
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and the

ASSOCIATION OF  
CONTRACTING PLUMBERS  
OF THE CITY OF NEW YORK, INC.

Association of Contracting Plumbers  
of the City of New York, Inc.  
1100 Broadway, 14th Floor  
New York, NY 10018-3000

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Effective Dates  
October 1, 2009 through September 30, 2013

AGREEMENT effective the 1st day of October, 2009 by and between the ASSOCIATION OF CONTRACTING PLUMBERS OF THE CITY OF NEW YORK, INC. hereinafter designated as the "Association," acting on behalf of its members including such plumbing contractors as may be admitted to membership in its Association during the life of this Agreement, and/or any extension or renewals thereof, and LOCAL UNION NO. 1 OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, hereinafter designated as the "Union," as the collective bargaining representative for all Journeymen and Helpers engaged in Mechanical Equipment and Service Division work in the 5 counties comprising New York City. All Employers that are bound, committed, covered or otherwise signed to this Agreement hereby designate and acknowledge that the said Association is their duly authorized Bargaining Representative in the negotiations of the foregoing Agreement and the matters therein contained and of any amendment and extensions that may hereafter be made thereto or in the negotiation of any succeeding Agreements. If the signatory contractor performs on site service work of the type covered by this Agreement, under its own name or the name of another, as a corporation, company, partnership, or other business entity, including a joint venture, wherein the Contractor, through its officers, directors, partners, owners or stockholders exercise directly or indirectly (including but not limited to management control, or majority ownership through family members), management control, or majority ownership through family members, management, control or majority ownership; the terms and conditions of this Agreement shall be applicable to

all such work. This Agreement is and shall be binding upon the Employer and his/her successors, assigns, beneficiaries and legal representatives, and each officer of the Employer. The Employers and the Union agree to be bound by any contract renewal, changes, modifications and extensions which may be negotiated after this day and put into effect by and between Plumbers Local No. 1 and the Association of Contracting Plumbers of the City of New York, Inc.

#### **BARGAINING UNIT**

WHEREAS, the ASSOCIATION OF CONTRACTING PLUMBERS OF THE CITY OF NEW YORK, INC. is an association of plumbing contractors employing workers performing both construction and Mechanical Equipment and Service Division work, desirous of dealing collectively with the Union with respect to Mechanical Equipment and Service Division work and,

WHEREAS, the Union is a labor union duly chartered as a branch of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, with jurisdiction in the five counties which comprise the City of New York and is the duly authorized and exclusive bargaining agent for all Journeymen Plumbers and Helpers performing plumbing installations in the Mechanical Equipment and Service Division, employed and to be employed by the parties to this Agreement; and

WHEREAS, the Association and the Union desire to establish fair and equitable conditions of employment with respect to Mechanical Equipment and Service Division work throughout the industry and to provide a method for peaceful adjustments of all disputes in order to assure uninterrupted operation and general stabilization of the industry;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS, hereinafter set forth, the parties agree as follows:

#### **ARTICLE I**

SECTION 1. This Agreement applies to Mechanical Equipment and Service Division work performed in the five counties which comprise the City of New York and any reference to Journeymen or Helpers shall mean, unless otherwise indicated, Journeymen and Helpers who perform Mechanical Equipment and Service Division work.

SECTION 2. This Agreement shall be effective as of October 1, 2009 and shall remain in effect until September 30, 2013.

SECTION 3. Upon hiring any Journeymen or Helpers an Employer must notify the Union which shall issue a temporary membership card valid for 60 days. Thereafter, in order to continue employment the Employee must be sponsored by such Employer and shall be accepted as a member of the Local Union.

SECTION 4. After a Journeyman Plumbers has had

5 years of practical work experience and successfully completed 2 years of journeymen upgrade classes; such member may be eligible to take the Building & Construction Trades Journeyman Plumber examination. The Association shall be notified as to the date and time of the examination.

SECTION 5. No "A" Division member may be employed in the Mechanical Equipment and Service Division without the consent of the Union.

SECTION 6. The parties agree that signatory contractors who are not party to the "A Field" and "Oil Trades" Agreements shall be bound by the provisions of those agreements when performing plumbing installations deemed as "New Construction" or "Pump and Tank".

#### **ARTICLE II**

The parties agree to the following Working Rules:

RULE 1. On construction jobs the regularly scheduled days of employment of Journeymen and Helpers shall be Monday to Friday, inclusive, with 8 hours of work on each day and from 8:00 a.m. to 12:00 p.m.(noon), and from 12:30 p.m. to 4:30 p.m. At the Employers option, if any other trade commences work earlier, so may the plumber.

For service work, the regularly scheduled days of employment of Journeymen and Helpers shall be Monday to Friday inclusive, with 8 hours of work on each day or 10 hours on 4 days with start times from 6:00 a.m. to 10:00 a.m. and ending no later than 6:30 p.m.



No work shall be performed during any hours other than those specified above or any Saturday, Sunday, New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Friday after Thanksgiving and Christmas Day, except in case of emergency, in which event, Employees shall receive time and one-half for their labor.

Flexible starting times are provided in this Agreement for service and maintenance under the following terms and conditions:

- A) The first shift (day shift) shall be worked between the hours of 8:00 a.m. and 4:30 p.m. Workers on the day shift shall receive eight (8) hours pay at the regular hourly rate for eight (8) hours work.
- B) The second shift (swing shift) shall be worked between the hours of 4:00 p.m. and 12:30 a.m. Workers on the "swing shift" shall receive eight (8) hours pay at the regular hourly rate.
- C) Third Shift (graveyard shift) shall be worked between the hours of 12:00 a.m. (midnight) and 8:30 a.m. Workers on the "graveyard shift" shall receive eight (8) hours pay at the regular hourly rate.
- D) Workers on the "swing" and "graveyard" shifts shall also be paid a 5% differential premium – wages only.
- E) A lunch/dinner period of thirty (30) minutes shall be allowed on each shift.
- F) All overtime work required after the completion of regular or shift work shall be paid at one and one-half (1½) times the hourly rate.

RULE 2. An Employee who is compelled to lose time from work because of the failure of his Employer

to pay fringe benefits required by this Agreement shall be reimbursed for time lost up to three (3) days pay at the regular hourly rate by the Employer who defaulted in payment of the required fringe benefits.

RULE 3. The Employer is required to post a monthly shop card which signifies that the fringe benefits payments for the Mechanical Equipment and Service Division were paid for the previous month. No Employee shall commence or continue working in a shop unless such card has been issued, is posted and in effect. The card is issued by Plumbers Local Union No. 1. All fringe benefits are due to the Joint Plumbing Industry Board by the date established by the applicable Trust Fund. A list of Delinquent Employers shall be furnished to the Union and the Association monthly, by the Joint Plumbing Industry Board.

RULE 4. Labor has established a Political Action Fund with a five cent (\$.05) per hour voluntary contribution. The Employer shall make the appropriate deduction upon presentation of a proper authorization card signed by the Employee and forward such deduction to the Local Union. This rule applies to both Journeymen and Helpers.

RULE 5. If a Journeyman or Helper reports to a job without having been first notified not to report, such Employee shall be paid one-half (1/2) day's pay.

RULE 6. It shall be optional with an Employer that he/she may work himself/herself; but if he/she employs one or more Employee(s) they shall be Journeymen Plumbers, except as otherwise provided.

RULE 7. Work defined under the terms of this agreement shall include any repair and/or replacement of the present plumbing system at commercial sites.

RULE 8. This Agreement shall not include work performed for Building Trade projects.

RULE 9. (a) The Employer is to furnish all tools and equipment necessary to perform the work covered by this Agreement and no Employee is to furnish any tools except the Rule and Wiping Cloths. All tools and equipment (scaffolds, ladder, etc.) shall at least meet the standard set by the Safety Division of the New York State Department of Labor.

(b) The Employer may keep a record of his/her tools to guard against loss. Journeymen who receive tools from the Employer, and for which a receipt is given to the Employer, shall be responsible for such lost tools. Journeymen must replace or pay for lost or missing tools furnished by the Employer and for which the later holds a receipt from his/her Journeymen. Responsibility rests with the Journeymen during working hours only.

(c) In cases where Employers wish their Employees to wear uniforms, such uniforms and their laundering and maintenance will be left to the individual agreements between Employers and their Employees.

(d) Employees shall receive one (1) hour wages at the straight time rate, including fringe benefits, for Saturday, Sunday and holiday on-call. If the Employee is called out, the one (1) hour on-call pay for that day shall be applied to the hours worked that day. When an Employee

is called out he/she shall be entitled to a half (1/2) hour travel time each way for a total of one (1) hour (wages and fringes) if the Employee gets the customer to sign a ticket for that travel time.

RULE 10. Management and Labor agree to the strict observance of all City, State and Federal on the job safety requirements including Occupational Safety and Health Act (OSHA) regulations. It is agreed by Labor that if an Employer is penalized by OSHA and it can be proved that the fine was caused by the direct refusal or neglect of an Employee to comply with OSHA regulations, it will be the obligation of the Employee to make restitution to the Employer for the full amount of the penalty. A copy of all Accident Reports shall be sent to the Union office within five (5) days after each accident, provided the Employee reported the accident to the Foreman. Such reports are to be used solely as Union Records and for no other purpose. A copy of the Accident Report shall be forwarded by the Foreman to the Employer.

### **ARTICLE III WAGE AND FRINGE BENEFIT RATES**

Commencing with the effective dates of this Agreement, the Employer agrees to pay to and on behalf of his/her Journeymen the rates set forth in Table No. 1. The Employer also agrees to pay to and on behalf of the Helpers the rates set forth in Table No. 2.

**TABLE NO. 1 - JOURNEYMEN**  
\$4.05 per hour wage increase over the following eight increments

Period	Hourly Increases	Hourly Wages	Personal Safety Expense	Hourly Fringe Benefit**	Total Wage Package
10/1/2009 thru 3/31/2010	.0	\$31.61	\$.28	\$14.70	\$46.59
4/1/2010 thru 9/30/2010	.25				
10/1/2010 thru 3/31/2011	.50				
4/1/2011 thru 9/30/2011	.50				
10/1/2011 thru 3/31/2012	.50				
4/1/2012 thru 9/30/2012	.80*				
10/1/2012 thru 3/1/2013	.75				
4/1/2013 thru 9/30/2013	.75				

All allocations of the above increments will be by the Union.

**INTERNATIONAL TRAINING FUND:** The Employer agrees to make contributions to The International Training Fund of five cents (\$.05) per hour for each hour worked by all Employees covered under this Agreement.

\*April 1, 2012, the contribution will be increased to ten cents (\$.10) per hour worked.

**ORGANIZING FUND:** Ten cents (\$.10) per pay hour shall be deducted from net weekly wages to be used for Local 1 organizing purposes.

**PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND:** The Employer agrees to make contributions to The Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement.

**PLUMBING INDUSTRY PROMOTION FUND:** Each Employer is to contribute to the Plumbing Industry Promotion Fund of New York City twenty-five cents (\$.25) per hour for each pay hour worked by the Employee of the Employer and such contributions may be increased to thirty-five cents (\$.35) per hour during the life of the Agreement by the adoption of a resolution by the Trustees.

\*\*Includes Promotion Fund contribution

**EXPENSE ALLOWANCE FOR PERSONAL SAFETY ITEMS:** Twenty-eight cents (\$.28) per hour shall be paid to Journeymen for each hour worked, (work hour) as an expense allowance to provide the funds for his/her personal safety and health related items. Since this is an expense allowance, it should be paid separate from wages and should be paid on the same day and at the same time as wages.

**UNION ASSESSMENT CHECK-OFF:** 3% of gross weekly pay shall be deducted from wages as a Union Assessment "Check-off".



TABLE NO. 2 - HELPERS

			Per Hour	Fringe Benefits**
1st Year	1st Term	(1st 6 months)	\$10.00	\$ .30
1st Year	2nd Term	(2nd 6 months)	\$10.00	\$9.27
2nd Year	Helper	Minimum Hourly Wage	\$12.63*	\$9.27
3rd Year	Helper	Minimum Hourly Wage	\$13.63*	\$9.27
4th Year	Helper	Minimum Hourly Wage	\$15.13*	\$9.27
5th Year	Helper	Minimum Hourly Wage	\$17.13*	\$9.27

\* Helpers employed in years 2 thru 5 shall receive one-half (1/2) of all Journeymen wage increases.

**INTERNATIONAL TRAINING FUND:** The Employer agrees to make contributions to The International Training Fund of five cents (\$.05) per hour for each hour worked by all Employees covered under this Agreement until April, 1, 2012, when the contribution will be increased to ten cents (\$.10) per hour worked.

**ORGANIZING FUND:** Ten cents (\$.10) per pay hour shall be deducted from net weekly wages to be used for Local 1 organizing purposes.

**PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND:** The Employer agrees to make contributions to The Plumbers and Pipefitters National Pension Fund in accordance with the Standard form of Participation Agreement.

**PLUMBING INDUSTRY PROMOTION FUND:** Each Employer is to contribute to the Plumbing Industry Promotion Fund of New York City twenty-five cents (\$.25) per hour for each pay hour worked by the Employee of the Employer and such contributions may be increased to thirty-five cents (\$.35) per hour during the life of the Agreement by the adoption of a resolution by the Trustees.

\*\*Includes Promotion Fund Contribution.

**EXPENSE ALLOWANCE FOR PERSONAL SAFETY ITEMS:** Twenty-eight cents (\$.28) per hour shall be paid to Helpers for each hour worked (work hour), as an expense allowance to provide the funds for his/her personal safety and health related items. Since this is an expense allowance, it should be paid separate from wages and should be paid on the same day and at the same time as wages.

**UNION ASSESSMENT CHECK-OFF:** 3% of gross weekly pay shall be deducted from wages as a Union Assessment "Check-off".

## ARTICLE IV

## FRINGE BENEFITS

The Employer agrees, in addition to the wages, to pay on behalf of each Journeyman and Helper the fringe benefits set forth in Tables 1 and 2.

The allocation of Fringe Benefits as of October 1, 2009 are as follows:

*JOURNEYMEN*

- (a) \$6.85 per hour for each Journeyman, for each hour worked, to the Welfare Fund, Mechanical Equipment and Service Division, Plumbers Local Union No. 1, U.A.
- (b) \$2.41 per hour for each Journeyman, for each hour worked, to The Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement.
- (c) \$4.09 (includes \$.29 FICA) per hour for each Journeyman, for each hour worked, to the Vacation and Holiday Fund, (Vacation and Holiday Fund subject to FICA), Mechanical Equipment and Service Division, Plumbers Local Union No. 1, U.A.
- (d) \$.30 per hour for each Journeyman, for each hour worked, to the Trade Education Fund, Mechanical Equipment and Service Division, Plumbers Local Union No. 1, U.A.

- (e) \$0.00 per hour for each Journeyman, for each hour worked, to the Additional Security Benefits Fund, Mechanical Equipment and Service Division, Plumbers Local Union No. 1, U.A.

- (f) \$.75 per hour for each Journeyman, for each hour worked, to the 401(k) Savings Plan, Mechanical Equipment and Service Division, Plumbers Local Union No. 1, U.A.

- (g) Each Employee shall also open an individual account to participate in the Plumbers Local No. 1 Employee 401(k) Savings Plan (401(k) Plan). Each Employer of an Employee agrees to be bound to the Trust Agreement of the 401(k) Plan and to remit all Employee contributions as soon as such contributions can be reasonably segregated from the general assets of the Employer but no later than two (2) business days after the end of the payroll period from which the Employee contributions were made and deducted from the wages of the Employee. Retention of these contributions by an Employer beyond the period established by the U.S. Department of Labor regulation at 29 CFR 2510.3-102 makes the Employer a fiduciary with respect to such Employee contributions. Failure to remit Employee contributions on a timely basis shall make the Employer liable for interest and any lost earnings or restoration of profits resulting from the failure to remit on a timely basis. The minimum mandatory deduction shall be one percent (1%) of the gross weekly wage of each Employee. The maximum contributions shall be determined by each Employee subject to the laws governing the Fund.

(h) Fringe Benefits for overtime shall be paid at a straight time rate.

#### HELPERS

- (a) \$5.26 per hour for each Helper, for each hour worked, to the Welfare Fund, Mechanical Equipment and Service Division, Plumbers Local Union No. 1, U.A.
- (b) \$1.15 per hour for each Helper, for each hour worked, to The Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement as on file at the Joint Plumbing Industry Board and made a part of this Agreement.
- (c) \$2.00 per hour (includes \$.14 FICA) for each Helper, for each hour worked, to the Vacation and Holiday Fund, (Vacation and Holiday Fund subject to FICA), Mechanical Equipment and Service Division, Plumbers Local Union No. 1, U.A.
- (d) \$.18 per hour for each Helper, for each hour worked, to the Trade Education Fund, Mechanical Equipment and Service Division, Plumbers Local Union No. 1, U.A.
- (e) \$0.00 per hour for each Helper, for each hour worked, to the Additional Security Benefit Fund, Mechanical Equipment and Service Division, Plumbers Local Union No. 1, U.A.
- (f) \$.38 per hour for each Helper for each hour worked,

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to the 401(k) Savings Plan, Mechanical Equipment and Service Division, Plumbers Local Union No. 1, U.A.

- (g) Each Employee shall also open an individual account to participate in the Plumbers Local Union No. 1 Employee 401(k) Savings Plan (401(k) Plan). Each Employer of an Employee agrees to be bound to the Trust Agreement of the 401(k) Plan and to remit all Employee contributions as soon as such contributions can be reasonably segregated from the general assets of the Employer but no later than two (2) business days after the end of the payroll period from which the Employee contributions were made and deducted from the wages of the Employee. Retention of these contributions by an Employer beyond the period established by the U.A. Department of Labor regulation at 29 CFR 2510.3-102 makes the Employer a fiduciary with respect to such Employee contributions. Failure to remit Employee contributions on a timely basis shall make the Employer liable for interest and any lost earnings or restoration of profits resulting from the failure to remit on a timely basis. The minimum mandatory deduction shall be one percent (1%) of the gross weekly wage of each Employee. The maximum contributions shall be determined by each employee subject to the laws governing the Fund. Probationary Helpers shall be excluded from participating in this plan.
- (h) Fringe Benefits for overtime shall be paid at a straight time rate.

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**ARTICLE V  
HELPERS**

**SECTION 1.** An Employer who shall become a party to this Agreement shall rate all Employees as Journeymen or Helpers. In the event that the Union objects to the rating by the Employer, the Trade Education Committee of the Joint Plumbing Industry Board may reverse the Employer's determination.

**SECTION 2.** The Employer shall not be required to pay any contributions for Fringe Benefits for Helpers during their first six (6) months as members of this Union.

**SECTION 3.** MES Journeyman and Helpers can perform work in a ratio no greater than four (4) Helpers to one (1) Journeyman per jobsite.

**ARTICLE VI**

The Employer agrees that the contributions for the fringe benefits referred to in Tables 1 and 2 are due to the Joint Plumbing Industry Board by the date established by the applicable Trust Fund.

The failure on the part of any Employer to make such payments promptly when due shall constitute a breach of this Agreement authorizing the Union to withdraw

Should the Employer fail to pay all contributions to the Joint Plumbing Industry Board as stipulated, as they pertain to the aforementioned Fringe Benefits Funds, Political Action Fund, Union Assessment Check-Off and the 401(k) Savings Plan, such Employer shall be liable for the payment of such contributions with interest at a rate of ten percent (10%) plus liquidated damages of twenty percent (20%) of the amount owing and all costs including, but not limited to, reasonable audit and accounting expenses, witness costs and attorney's fees, disbursements and court costs (including arbitration, NLRB or otherwise). The charge to a delinquent Employer for the costs and expenses of collection and damages to the Joint Plumbing Industry Board shall in no event be less than one hundred dollars (\$100) for each failure to pay a monthly contribution. This shall also apply if the Employer remits on a weekly basis.

**ARTICLE VII**

Each Employer shall furnish a Surety Bond for the benefit of the Plumbers Local Union No.1 Welfare Fund and related Funds as agent for collection for each of the Fringe Benefit Funds to guarantee the payment of all fringe benefits provided for herein. The Union shall not issue a shop work card to an Employer who is not so bonded, nor shall the Union permit Journeymen and Helpers to work for an Employer who is not so

<i>Average No. of Employees</i>	<i>Monthly</i>	<i>Monthly, effective 4/1/10</i>
1-2	\$ 6,000.00	\$ 7,000.00
3-4	10,000.00	14,000.00
5-6	14,000.00	21,000.00
7-8	18,000.00	28,000.00
9-10	24,000.00	34,000.00
11-20	30,000.00	58,000.00

\$40,000.00 for each multiple of 10 Employees plus appropriate amount for any remainder.

The Employers have established, by an Agreement and Declaration of Trust, a Trust Fund known as the "Plumbing Industry Promotion Fund of New York City" herein after referred to as the "Promotion Fund" for the mutual benefit of all plumbing contractors who do business in the area. The Agreement and Declaration of Trust of the said Promotion Fund provides that the said Plumbing Industry Promotion Fund shall be administered exclusively by Management Trustees appointed by the Association. Each Employer agrees to be bound by said Trust, amendments thereto and rules and regulations thereof and to contribute monthly to the Plumbing Industry Promotion Fund of New York City an amount equal to twenty-five cents (\$.25) per hour for each pay hour worked by the Employees of the Employer. Such contributions may be increased up to a total of thirty-five cents (\$.35) per hour if and when the Trustees of the said fund adopt a resolution for such increases, provided however that 90 days notice of the adoption of such resolution and the effective date of such increases is given to Employers by letter sent to them. Such contributions shall be payable to the Plumbing Industry Promotion Fund of New York City and are to be remitted to the Joint Plumbing Industry Board (Local No. 1) as collection agent for the Promotion Fund.

The prompt payment of the contribution provided for in this Agreement is essential for the continuing efficient operation of the Promotion Fund. An Employer who fails to make such payment shall be liable for the amount of

such contribution with interest at a rate of ten percent (10%) plus liquidated damages of twenty percent (20%) of the amount owing and all costs including, but not limited to, reasonable audit and accounting expenses, witness costs and attorney's fees, disbursements and court costs. The charge to a delinquent Employer for the costs and expenses of collection and damages to the Promotion Fund shall in no event be less than one hundred dollars (\$100) for each failure to pay a monthly contribution. This shall also apply if the Employer remits on a weekly basis.

#### ARTICLE IX

The Association and Union agree to implement a viable and comprehensive Journeyman and Helper Training Program to be directed under the auspices of the Plumbers Local Union No. 1 U.A. Joint Apprenticeship Training Committee.

#### ARTICLE X

##### CHECK-OFF OF UNION ASSESSMENT

Each Employer agrees to deduct weekly from the wages of each Journeyman and Helper Employee, covered by this Collective Bargaining Agreement who individually, in writing duly authorizes the Employer to make such deduction for Union assessments, the sum of three percent (3%) of gross weekly wages for the preceding week. Each Employer shall issue its check payable to the order of the Union for the amount of such weekly deduction and shall remit such check weekly to the Joint Plumbing Industry Board as the collection

agent for the Union. The original signed authorization cards shall be kept on file at the office of the Union. Probationary Helpers are excluded.

The form of authorization to be signed by each Journeyman and Helper with respect to whom a deduction is to be made has been approved by counsel for the parties hereto.

It is expressly agreed that the authorizations furnished under this Article shall be of no force and effect and no deductions shall be made by an Employer when there is no Collective Bargaining Agreement in effect to which the Employer and the Union are parties.

It is expressly agreed that the Union assumes full responsibility for the validity and legality of the deductions from the Employee's wage made by each Employer and remitted to the Union pursuant to this Article and the Union hereby agrees to indemnify and hold the Employer harmless from all claims, losses, expenses, liability and damages to which the Employer at any time may be subject by reason thereof. If any such claim is asserted or threatened against the Employer, the Union and the Employers agree that the Union, at its sole cost and expense shall undertake the defense of such claim on behalf of the Employer and the Employer shall cooperate with the Union in the defense thereof.



All disputes and controversies arising out of and under this Agreement or related thereto shall be settled by arbitration as provided herein with proper speed. The peaceable resolution of all disputes is of the essence. There shall be a Joint Arbitration Committee (hereinafter "Full Committee") of not less than six (6) or more than ten (10) members with an equal number appointed by the Union and the Association. The Full Committee shall make its own rules and formulate its own procedure, not otherwise contrary to the provisions herein. The Full Committee shall designate a person to receive complaints and/or disputes. All complaints and/or disputes shall be submitted in writing to the person so designated by the Full Committee. All complaints shall first be heard and arbitrated by an Executive Committee within ten (10) business days after such complaints and/or disputes are presented in writing to the person designated by the Full Committee to receive them. The Executive Committee shall be composed of two (2) Arbitrators, one (1) Arbitrator, a representative appointed by the Union, and one (1) Arbitrator, a representative appointed by the Association. Neither representative shall be the complainant nor the defendant. The Executive Committee shall hear a case and settle it. The complainant and the defendant may present their case to the Executive Committee. If the complainant or defendant or both or one of the Arbitrators do not appear at the hearing, a decision may be rendered in their absence provided all parties and the Arbitrators have been given five (5) days written notice of the hearings by certified mail. If the

Arbitrators cannot agree, then the case must be brought to the Full Committee. If one Arbitrator does not appear, that Arbitrator can bring the case to the Full Committee if such referral is made within three (3) days after a decision. The complainant or defendant shall have no right to bring the case to the Full Committee if the Arbitrators agree on a decision. If the Arbitrators agree on a decision, that decision shall be final. If the Arbitrators do not decide the case within ten (10) business days, either the complainant or defendant may bring the case to the Full Committee. The Full Committee shall hear and decide the case within twenty (20) days of the date the Arbitrators cannot agree on the case and is brought to the Full Committee. If the complaint and/or dispute is not resolved within the time limited by the Full Committee, then either the complainant or defendant may request final arbitration by a neutral third party Arbitrator. Within five (5) days from the failure of the Full Committee to resolve the complaint and/or dispute, the Association and Union shall agree upon the appointment of a neutral third party Arbitrator from the American Arbitration Association of New York City. If the Association and Union do not agree then the American Arbitration Association of New York City shall designate the neutral third party Arbitrator. The Arbitrator shall immediately hold hearings and render the award with dispatch, the award to be final, binding and conclusive. No Arbitrator designated under this Agreement shall have the right to alter, modify or amend it. All final awards shall be in writing signed by the Arbitrator as representing the agreed award and shall be enforceable in Federal and State Court under the applicable law.

The Arbitrators, whether Executive Committee, Full Committee or other Arbitrators, shall have the authority to award money damages and payments including interest and penalties, impose a special job or shop steward or other remedy or relief. Whenever it is not possible or practical to identify particular Employees who have suffered a financial loss due to an Employer's breach of this Agreement, the parties may agree, or an arbitrator(s) may so order, that any payment due as a result of the Employer's breach to be paid to the Trade Education Fund and/or the Welfare Fund.

**ARTICLE XII  
JOB TARGET AND MARKET  
RECOVERY PROGRAM**

The parties have agreed to form a Joint Committee to target specific jobs. The sole purpose of this program is to secure additional employment opportunities for Local Union No. 1 members and the signatory contractors within this jurisdictional area. The Job Target Committee shall consist of three (3) Management Representatives and three (3) Union Representatives, who shall meet on a regular basis. A quorum will consist of two (2) Management Representatives and two (2) Union Representatives. The committee will review all available information. In an area where a problem exists with non-signatory competition, there may be adjustments to this Agreement made in order to increase the competitiveness of the signatory contractors. A majority vote of the Committee shall be required for any project adjustments. The decision of the Joint Committee will be sent to all signatory contractors.

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Once a plumbing contract has been awarded, the Committee cannot grant adjustments to this Agreement. The Joint Committee may adopt additional rules and regulations for the proper administration of the Committee, with the approval of the Joint Negotiating Committee.

**ARTICLE XIII  
INTERPRETATION OF AGREEMENT**

The parties hereto agree that this Agreement shall constitute the only prevailing terms and conditions of employment for all Employees covered herein during the period hereinabove specified. The Union agrees that no more favorable terms and conditions shall be granted to any Employer of such Employees.

**ARTICLE XIV  
INSPECTION OF BOOKS AND RECORDS**

The Employer agrees to keep his/her labor payrolls, job time books and compensation books available for joint inspection by representatives of the Union, the Association and the Accountant of the Plumbing Industry Board who shall be permitted to examine same to determine if the Employees are receiving wages as provided for in this Agreement, also to check the Fringe Benefits, Compensation and Insurance payments. This does not mean cost and progress records at job or office. The Employer agrees to provide adequate Workmen's Compensation Insurance, Unemployment Insurance, Social Security, Disability Insurance or any other fund mutually agreed upon by both parties, and any such

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other insurance required under the statutes or otherwise under the City of New York, United States government, or any other division, Agency or Bureau of any of them. Each Employer shall provide all such insurance even though two (2) persons or less are in his/her employ, all in accordance with the law of the locality where the work is done. Further, if court action is commenced to compel such an audit because of failure of the Employer to provide such books and records within twenty (20) days after a request by certified mail, the Employer shall pay to the Board the sum of \$5,000 or a greater sum constituting reasonable attorney's fees, for the cost of bringing court action to compel compliance with this provision. If monies are found to be owing, the Employer shall pay the cost of the audit.

**ARTICLE XV  
JOINT PLUMBING INDUSTRY BOARD**

**COMPOSITION OF BOARD:** There is a Joint Plumbing Industry Board in the jurisdiction of Local Union No. 1 which consists of an equal number of Union representatives and bonafide established contractors who employ Journeymen and Helpers within the jurisdiction of Local Union No. 1. The Employer agrees to be bound by the provisions of the Trust Agreements pertaining to Pension, (including the Plumbers and Pipefitters National Pension Fund) Welfare, Vacation-Holiday, Additional Security Benefits, Trade Education, 401(k) Savings Plan and any other established funds and the rules and regulations of such Funds and Trust Agreements pertaining to the Joint Plumbing Industry Board and the rules and regulations thereof and Amendments thereto

by incorporated minutes. Where Management Trustees are to be appointed, they shall be appointed by the Association. Where Labor Trustees are to be appointed, they shall be appointed by the Union.

**BOARD TO RECEIVE FRINGE BENEFITS PAYMENT:** The Joint Plumbing Industry Board shall continue to receive, beginning with the effective date of this Agreement, from each Employer all Fringe Benefits and Contributions mentioned in this Agreement. The Joint Plumbing Industry Board shall have the right to proceed directly to collect all fringe benefits and contributions in an action in Federal and State court without first resorting to any arbitration procedure under this contract.

**ARTICLE XVI  
CONTRACT TERMINATION**

**EFFECTIVE DATE - TERMINATION DATE - 120 DAY CONFERENCE PROVISION**

This Agreement shall be in full force and effect as of October 1, 2009 and shall remain in force until September 30, 2013. One hundred and twenty (120) days prior to the expiration of this Agreement a conference of all Parties hereto shall be held for the purpose of consummating a new Agreement.

The undersigned Employer and individual signatory acknowledges that Local Union No. 1 of the United Association of the Plumbing and Pipe Fitting Industry of the United States and Canada claims to represent a majority of the bargaining unit, and the Employer

acknowledges and agrees, that based upon Local Union No. 1 having presented or offered evidence of majority support, that a majority of its Employees have authorized Local Union No. 1 to represent them in collective bargaining, and the Employer hereby recognizes Local Union No. 1 as the exclusive bargaining representative under section 9(a) of the National Labor Relations Act of all full time and regular part time Plumbers on all present and future job sites within the jurisdiction of Local Union No. 1.

Any entity wishing to abrogate this Agreement must notify both the Association and the Union in writing by certified mail a minimum of one hundred and eighty (180) days prior to the expiration date of this Agreement.

**ARTICLE XVII  
UNION SECURITY**

**UNION MEMBERSHIP - A CONDITION OF EMPLOYMENT:** All members of the Union employed by the members of the Association and by the Employers who agree to be bound by this Agreement shall remain members in good standing in the Union during the life of the Agreement or any renewal or extension thereof as a condition of employment. All Employees thereafter employed must become members of the Union within sixty (60) days and remain members in good standing in the Union as a condition of employment for the period or periods mentioned above. In the event that during the term of this Agreement there is a change in the law which will permit a greater degree of Union security to the Union, such Union security as provided above shall be modified so as to provide the maximum degree of Union security permitted by such change in the law.

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**JOINT NEGOTIATING  
COMMITTEE SIGNATORIES  
FOR THE  
ASSOCIATION OF CONTRACTING PLUMBERS  
OF THE CITY OF NEW YORK, INC.**

*Lawrence J. Levine*  
**CHAIRMAN**

*Irwin Brenner*

*Robert Fiduccia*

*Robert Greenberg*

*Tom Maniuszko*

*Robert A. Ricco*

*C. Theodore Vitanza*

*Stewart O'Brien*  
**EXECUTIVE VICE PRESIDENT**

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PLUMBERS AND GASFITTERS LOCAL UNION NO. 1  
OF THE  
UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES  
OF THE PLUMBING  
AND PIPE FITTING INDUSTRY OF THE UNITED STATES  
AND CANADA NEW YORK CITY

**SIGNATORIES FOR  
PLUMBERS LOCAL UNION NO. 1, U.A.**

*George W. Reilly*  
**CHAIRMAN**

*Freddy Delligatti*

*Donald T. Doherty*

*Richard Garner*

*Daniel Lucarelli*

*John J. Murphy*

*Raymond Rondino*

**INDEPENDENT MECHANICAL EQUIPMENT AND  
SERVICE DIVISION COLLECTIVE BARGAINING AGREEMENT**

The undersigned Plumbing Contractor and individual signatory agree to be bound by all provisions of the Collective Bargaining Agreement between Local Union No. 1 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada and the Association of Contracting Plumbers of the City of New York and any amendments renewals and extensions that may hereafter be made by the parties to the Agreement. The undersigned individual signatory acknowledges that he/she has read the agreed upon changes of the Collective Bargaining Agreement, effective October 1, 2009 (attached). The undersigned Employer and individual signatory acknowledges that Local Union No. 1 of the United Association of the Plumbing and Pipe Fitting Industry of the United States and Canada claims to represent a majority of the bargaining unit, and the Employer acknowledges and agrees, that based upon Local Union No. 1 having presented or offered evidence of majority support, that a majority of its Employees have authorized Local Union No. 1 to represent them in collective bargaining, and the Employer hereby recognizes Local Union No. 1 as the exclusive bargaining representative

under section 9(a) of the National Labor Relations Act of all full time and regular part time Plumbers on all present and future job sites within the jurisdiction of Local Union No. 1. The undersigned Plumbing Contractor and individual signatory agree to be bound to all agreements, declarations of trust, amendments and regulations thereto, referenced in the Collective Bargaining Agreement. All contributions shall be remitted as set forth under the Collective Bargaining Agreement and declarations of trust amendments and regulations thereto, referenced in the Collective Bargaining Agreement. The undersigned agrees to be bound by any amendments to the Collective Bargaining Agreement and all amendments and regulations of the aforesaid declaration of trusts and anything supplementary thereto as adopted by the aforesaid Association and aforesaid Local Union or their designated trustees. The undersigned Plumbing Contractor and individual signatory agree that the Collective Bargaining Agreement to which they shall be bound shall continue in effect until and including September 30, 2013 and during each year thereafter unless on or before the fifteenth (15<sup>th</sup>) day of June, 2013, or on or before the fifteenth (15<sup>th</sup>) day of June of any year thereafter, written notice of termination or proposed changes shall have been served by either party on the other party via certified or registered mail.

Employer (Individual/Firm Corporate)

PLEASE PRINT CLEARLY

Business Name .....  
Address .....  
Telephone .....  
Fax # .....  
E-mail Address .....  
Name of Government Agency .....  
Issuing Plumber's License .....  
License # .....  
Employer Identification # .....  
Name/Title of Person Signing .....  
Signature .....  
Date of Signing .....

**Plumbers Local Union No. 1**

Name/Title of Person Signing .....  
Signature .....  
Date of Signing .....

**158-29 GEORGE MEANY BOULEVARD  
HOWARD BEACH, NEW YORK 11414  
PHONE (718) 738-7500  
FAX (718) 835-0896**



## Revised Standard Form of Participation Agreement

# PENSION TRUST AGREEMENT

UNITED ASSOCIATION PENSION PLAN – Employers agree to make contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the Standard Form of Participation Agreement as on file at the Joint Plumbing Industry Board and made as part of this Agreement

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The undersigned Employer and Union agree that the Employer shall make pension contributions to the National Pension Fund in accordance with the terms of this Agreement on behalf of those Employees who are covered by the National Pension Fund pursuant to the Collective Bargaining Agreement.

- 1 a) Commencing with the first day of \_\_\_\_\_, 20\_\_\_\_, and for the duration of the current Collective Bargaining Agreement between the parties, any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is in each classification listed below in accordance with the Collective Bargaining Agreement as follows:

<u>Classification</u>	<u>Amount</u>	<u>Effective Date</u>
Journeyman	_____ per hour	_____
Helper	_____ per hour	_____
Other (specify)	_____ per hour	_____

Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required shall not participate in the Plan. Persons in such excluded classifications shall not be considered "Employees" for purposes of the Plan and this Standard Form of Participation Agreement.

- b) The Employer shall make the contributions set out in subparagraph 1(a) for each hour or portion thereof,

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for which an Employee is paid or entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)

- c) Contributions set out in subparagraph 1(a) above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
  - d) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit and who are continuing to perform work of the type covered by the Collective Bargaining Agreement for at least half of their hours with the Employer. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, 10% or more of the corporation unless it signs and abides by a Participation Agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any employees other than those specified herein.
2. The payments to the Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund" which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employer, by signing this Standard Form of Participation Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust. Any

Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

- 3. It is agreed that the Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the Internal Revenue code so as to enable the Employer at all times to treat contributions to the Pension Fund as a deduction for income tax purposes.
- 4. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.
- 5. If an Employer fails to make contributions to the Pension Fund within twenty (20) days of the end of the month during which the work was performed, the Union shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for

all costs and expenses for collecting the payments due, together with attorney's fees, interest on the unpaid contributions of 11% per annum and liquidated damages of 10% of the unpaid contributions. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.

6. The parties agree that this Participation Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is \_\_\_\_\_, 20 \_\_\_\_\_. Copies of the Collective Bargaining Agreements and all renewal or extension agreements will be furnished promptly to the Pension Fund office and, if not consistent with this Participation Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

For Local Union No. \_\_\_\_, United Association

by \_\_\_\_\_  
(Authorized Union Officer)

For the Employer\*

\_\_\_\_\_  
(Insert Name of Employer)

Address: \_\_\_\_\_

by \_\_\_\_\_  
(Authorized Officer of Employer)

Date \_\_\_\_\_, 20 \_\_\_\_\_.

\*If Employer Association, attach a list of the names and addresses represented by Association.

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